

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 09/01)

AGREEMENT NUMBER
03-04-18

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of the Youth Authority (CYA)

CONTRACTOR'S NAME

San Bernardino County

2. The term of this Agreement is: July 1, 2003 through June 30, 2004

3. The maximum amount of this Agreement is: \$4,464.60
Four Thousand Four Hundred Sixty Four Dollars and Sixty Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work 1 page

Exhibit B - Budget Detail and Payment Provisions 3 pages
Schedule A (page 2 of 3)
Schedule B (page 3 of 3)

Exhibit C - General Terms and Conditions:

GTC 103

Dated: 1/1/2003 4 pages

Exhibit D - Check one:

- ☒ Exhibit -D Special Terms and Conditions (Attached hereto as part of this agreement) 2 pages
☐ Exhibit -D* Special Terms and Conditions*

Exhibit E - N/A

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto:
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Bernardino County

BY (Authorized Signature)

DATE SIGNED(Do not type)

ES

PRINTED NAME AND TITLE OF PERSON SIGNING

Dennis Hansberger Chairman - Board of Supervisors

ADDRESS

P.O. Box 569
San Bernardino CA 92402

STATE OF CALIFORNIA

AGENCY NAME

Department of the Youth Authority

BY (Authorized Signature)

DATE SIGNED(Do not type)

ES

PRINTED NAME AND TITLE OF PERSON SIGNING

Patricia McCuen Business Service Officer II Supervisor

ADDRESS

15180 Euclid Avenue
Chino CA 91710

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide to Department of the Youth Authority (CYA) services as described herein:
services, equipment, labor and maintenance of ASAFE (CLETS-Teletype) equipment to HGSYCF for exchange of criminal offender record information and other criminal justice information supplies by the State Department of Justice (DOJ) through the California Law Enforcement Telecommunications Systems (CLETS) in accordance with this agreement and attached as Schedules A & B.
2. The services shall be performed at:
HGSYCF - 15180 Euclid Avenue - Chino, CA 91710
3. The services shall be provided during
Monday through Friday from 7:00 a.m - 5:30 p.m.
4. The project representatives during the term of this agreement will be:

State Agency: Department of the Youth Authority	Contractor: San Bernardino County
Name: Starr Chaseley or designee	Name: Dennis Hansberger or designee
Phone: 909.606.5043	Phone: 909.387.0310
Fax: 909.606.5044	Fax:
Email: schaseley@cya.ca.gov	Email:

Direct all inquiries to:

State Agency: Department of the Youth Authority	Contractor: San Bernardino County
Section/Unit: Herman G. Stark YTS	Section/Unit:
Attention: Starr Chaseley or designee	Attention: Roxann Jenkins or designee
Address: 15180 Euclid Avenue	Address: P.O. Box 569
City, St., Zip: Chino CA 91710	City, St., Zip: San Bernardino CA, 92402
Phone: 909.606.5043	Phone: 909.387.0310
Fax: 909.606.5044	Fax:
Email: schaseley@cya.ca.gov	Email: rjenkins@sbcscd.org

5. Detailed description of work to be performed and duties of all parties.
See Exhibit D attached hereto and made a part of this agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein and attached hereto as Schedule A and Schedule B and made a part of this agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Heman G. Stark Youth Correctional Facility
Accounting Office
15180 Euclid Avenue
Chino, CA 91710

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer any agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

SCHEDULE 'A'

CALIFORNIA YOUTH AUTHORITY (YTS)

FY 2003/2004

COST SCHEDULE
CHARGES FOR ASAFE (CLETS) SERVICE

Monthly use and maintenance charges will be billed by the
San Bernardino County Sheriff's Department.

MONTHLY FEE *

\$372.05

CURRENT RATES **

TELEPROCESSING SUPPORT CALL-OUT CHARGE

DAYS: 7:00 A.M. TO 5:30 P.M. - \$22 PER HOUR
NIGHTS: \$44 PER CALL-OUT PLUS \$33 PER HOUR
ONE HOUR MINIMUM

FIRST HOUR:
ADDITIONAL HOUR

\$77.00
\$33.00

* Fees are subject to annual adjustments

** Rates are subject to change due to the Memorandum of Understanding
increase authorized by the County Board of Supervisors.

SCHEDULE 'B'

CALIFORNIA YOUTH AUTHORITY (YTS)

FY 2003/2004

COST SCHEDULE
CHARGES FOR ASAFE (CLETS) SERVICE

MONTHLY MAINTENANCE: For EXISTING equipment

Maintenance Modem (2)	\$43.00
Maintenance Terminal (1)	\$7.00
Maintenance Printer (1)	\$7.00
Maintenance Computer Port (1)	\$4.50
Protocol Conversion Box (1)	\$2.00
Teleprocessing Support (2)	\$25.00
Telco Circuit	\$266.31
CLETS Network Administration Fee (2002 data)	<u>\$17.24</u>
TOTAL MAINTENANCE/SUPPORT COSTS:	<u>\$372.05</u>
TOTAL ANNUAL MAINTENANCE/SUPPORT COST:	<u>\$4,464.60</u>

GTC 103
(1-3-2003)

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: ~~Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- I. In this contract, the County of San Bernardino, acting as the administrator of the California Law Enforcement Telecommunication System (CLETS), shall be hereinafter referred to as the "Subscriber-Controller."
- II. **PURPOSE OF CONTRACT** This Contract provided for the Subscriber-Controller to serve as the agent responsible for the exchange of criminal offender record information and other criminal justice information between User Agency and the Subscriber-Controller and statewide criminal justice agencies. In addition, it provides for Subscriber-Controller to facilitate the interchange of computerized criminal history data between the Federal Bureau of Investigation (FBI), National Crime Information Center (NCIC), National Law Telecommunications System (NLETS), Department of Motor Vehicles (DMV), and the California Law Enforcement Telecommunications System (CLETS), received via the State CLETS network.
- III. Subscriber-Controller Security Officer will review all applications for connection to the Telecommunications System, as well as requests to modify, move or increase the number of terminals in an existing agency.
- IV. **CANCELLATION** The term of this contract shall be for a period of time commencing on July 1, 2003 and terminating June 30, 2004. Notwithstanding the foregoing, this contract may be terminated at any time with or without cause by User Agency or by Subscriber-Controller upon written notice given to the other party at least ninety (90) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination. Any and all notices required to be given hereunder shall be given in writing by registered or certified mail, postage prepaid. The addresses of the parties hereto until further notice are as follows:

SUBSCRIBER-CONTROLLER: San Bernardino County Sheriff's Department, Bureau of
Administration/Contracts Unit, P.O. Box 569, San Bernardino, CA 92402-0569

USER AGENCY: State of California, Department of the Youth Authority-Herman G. Stark Youth
Correctional Facility (HGSYCF), Procurement Office, 15180 Euclid Avenue, Chino, CA 91710
- V. **INFORMATION SERVICES** Subscriber-Controller agrees to furnish the User Agency access to such criminal offender record information and other criminal justice information as is made available to the State through the CLETS network.
- VI. **EQUIPMENT** Subscriber-Controller shall assist the selection of the equipment for, provide, maintain, operate and manage an electronic data communications system in the San Bernardino County Sheriff's Communications Control Center in order to provide the services specified in this contract. Subscriber-Controller shall provide to the User Agency the required communications lines to connect with the County's Message Switcher computer. The required equipment shall consist of:
 1. Computer-to-computer interface via telecommunications circuit of the County's Message switcher computer to the User Agency computer system, or
 2. Telecommunication circuit, terminal, printer, protocol conversion boxes, and ancillary support peripherals to provide computerized access of law enforcement information. (See equipment listing)
- VII. User Agency shall pay Subscriber-Controller the sum of money per Schedules A & B attached hereto. Basic installation of service will be provided by the Subscriber-Controller. Installation fees, cost of additional services, equipment, related supplies and changes or modifications will be paid for by the User Agency. The total cost to repair or replace Subscriber-Controller supplied equipment damaged by neglect, malicious actions, or accident shall be the responsibility of the User Agency. Time costs, maintenance and diagnostic costs will be paid by the User Agency. Cost will be adjusted in the event of telephone company rate changes. All equipment used by the User Agency under this contract shall become the property of the User Agency upon termination of this contract. Subscriber-Controller shall have the right to adjust the contract rates annually by an amendment to this contract and at any time to reflect increased labor costs from Memorandum of Understanding changes that increase labor costs.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS.

- VIII. It is understood by and between the parties hereto that this contract shall be deemed executory to the extent of the moneys available to the Subscriber-Controller and no liability on account thereof shall be incurred by Subscriber-Controller beyond moneys budgeted for the purpose thereof.
- IX. Subscriber-Controller shall render assistance to the User Agency in order to provide for timely, efficient, and accurate implementation of CAD/CLETS/RMS network operations. The data provided to Subscriber-Controller by the User Agency will be relevant to the criminal justice process. The completeness, accuracy, objectivity, and verifiability of information entered into the information system is paramount and the User Agency will cooperate with the regular auditing of the system in accordance with the California Department of Justice CLETS Policies, Practices, and Procedures Manual, to assure reliability of stored data. In addition, the procedures for purging or canceling entries will be adhered to in order to enhance the reliability of all data. The User Agency will not enter into the system, data originating with any organization not a party to this contract or party to a separate but similar contract with Subscriber-Controller.
- X. The User Agency agrees to limit access to information furnished by Subscriber-Controller to its own employees and other criminal justice/law enforcement agencies. The User Agency further agrees to comply with Federal and State laws, rules, procedures, and policies formally adopted in the California Law Enforcement Telecommunication System Subscriber Agreement, and in regard to criminal history, information furnished through the FBI/NCIC/CCH (California Criminal History) and the NLETS Program, to rules, procedures and policies approved by the NCIC advisory policy board adopted for NCIC. The User Agency agrees to cause employees, having access via the San Bernardino County IBM computer system to the Sheriff's Central Name Index (CNI), or to the Traffic Citation System (TCITE), to complete security training before such access will be allowed.
- XI. Subscriber-Controller reserves the right to suspend access to any information provided for in this contract, in accordance with the State CLETS Policies, Practices and Procedures Manual, when any rule, policy, or procedure adopted by Subscriber-Controller, or approved by the NCIC or law of this county, state or federal government applicable to the security and privacy of information is violated or appears to be violated by the User Agency.
- XII. The User Agency agrees to appoint a security and privacy officer in accordance with the State CLETS Policies, Practices, and Procedures Manual, and as designated by the State of California and the Subscriber-Controller who shall be responsible for all security and privacy consideration relating to the use of the User Agency's terminal or terminals. The security and privacy officer shall be the liaison point for Subscriber-Controller regarding security and privacy matters.
- XIII. The User Agency agrees to indemnify, defend and hold harmless the Subscriber-Controller and its authorized officers, employees, agencies, and volunteers from any and all claims, actions, losses, damages, and/or liability for User Agency's negligent acts, errors, or omissions and for any costs or expenses incurred by the Subscriber-Controller on account of any claim therefore, except where such indemnification is prohibited by law.
- XIV. The San Bernardino County Sheriff or his authorized designee shall have the authority to exercise the Subscriber-Controller's rights under this contract including termination of the contract on behalf of the Subscriber-Controller at his sole discretion.

CCC-103

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of San Bernardino		<i>Federal ID Number</i> 95-6002748
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Dennis Hansberger, Chairman, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> San Bernardino	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.